

REMARKS

Reconsideration and allowance of the present patent application based on the foregoing amendments and following remarks are respectfully requested.

By this Amendment, a new abstract of the disclosure is attached hereto. No new matter has been added. Accordingly, after entry of this Amendment, claims 1-16 will remain pending in the patent application.

Claims 1-3, 7, 11-12 and 16 were rejected under 35 U.S.C. §103(a) based on Henderson *et al.* (U.S. Pat. No. 6,404,869) (hereinafter "Henderson") in view of Martin *et al.* (U.S. Pat. No. 5,909,485) (hereinafter "Martin") and Senn *et al.* (U.S. Pat. No. 6,704,563) (hereinafter "Senn"). Claims 4-6, 8-10 and 13-15 were rejected under 35 U.S.C. §103(a) based on Henderson in view of Martin, Senn and Pierce *et al.* (U.S. Pat. No. 5,408,519) (hereinafter "Pierce"). Applicants respectfully traverse these rejections because Henderson, Martin, Senn and Pierce, taken alone or in combination, fail to disclose, teach or suggest all the features recited in the rejected claims.

For example, Henderson, Martin, Senn and Pierce, taken alone or in combination, fail to disclose, teach or suggest a method for customizing a prepaid service in a telecommunications system, the method comprising "maintaining subscriber information on at least one prepaid subscriber, defining at least two different prepaid profiles, each prepaid profile defining at least one attribute for the prepaid service, the attribute indicating how the prepaid service is to be provided; associating the prepaid subscriber's subscriber information with one of the at least two different prepaid profiles, and providing the prepaid service to the prepaid subscriber as indicated by the attribute defined in the one prepaid profile associated with the prepaid subscriber's information", as recited in claim 1 and its dependent claims.

Furthermore, Henderson, Martin, Senn and Pierce, taken alone or in combination, fail to disclose, teach or suggest a telecommunications system offering prepaid subscription services, the system comprising "at least one database having subscriber information on at least one prepaid subscriber, wherein the system is arranged to maintain at least two different prepaid profiles, each prepaid profile defining at least one attribute for the prepaid service, the attribute indicating how the prepaid service is to be provided; to associate the prepaid subscriber's subscriber information with one of the at least two different prepaid profiles; and to provide a prepaid service to the prepaid subscriber as indicated by the attribute defined in the associated prepaid profile", as recited in claim 7 and its dependent claims.

Likewise, Henderson, Martin, Senn and Pierce, taken alone or in combination, fail to disclose, teach or suggest a network element in a telecommunications system, where subscribers of the system can prepay for their calls by recharging their accounts via vouchers, the element including “a database or a connection to a database having subscriber information of prepaid subscribers, wherein the network element is arranged to have access to at least two different prepaid profile definitions, each prepaid profile defining at least one attribute for the prepaid service, the attribute indicating how the prepaid service is to be provided, and to update the subscriber information during recharge according to a prepaid profile associated with the recharging prepaid subscriber’s subscriber information, the associated prepaid profile being one of the at least two different prepaid profiles”, as recited in claim 11.

Moreover, Henderson, Martin, Senn and Pierce, taken alone or in combination, fail to disclose, teach or suggest a network element in a telecommunications system, where subscribers of the system can prepay for their calls by recharging their accounts via vouchers, the element including “a database containing at least two different prepaid profile definitions, each prepaid profile defining at least one attribute for the prepaid service, the attribute indicating how a prepaid service is to be provided”, as recited in claim 12 and its dependent claims.

Deficiencies of Henderson and Martin

Applicants respectfully submit that rejections of claims 1-16 are improper at least because Henderson and Martin teach away from the claimed features.

Specifically, the Office Action maintained, on page 3, lines 1-6, that the card usage data and location identifiers of Henderson each correspond to a different profile. Therefore, according to the Office Action, each subscriber’s subscriber information in Henderson is always associated with two different profiles because Henderson teaches that card usage data are associated with one location identifier to calculate the call charge. (*See*, e.g., col. 5, lines 54-56 and col. 6, lines 44-47 of Henderson). However, such interpretation is contrary to the invention of claims 1-16, in which the subscriber’s subscriber information are associated with one of the at least two prepaid profiles.

Moreover, unlike the invention of claims 1-16, Martin fails to disclose, teach or suggest that the prepaid subscriber’s subscriber information are associated with one of the at least two different prepaid profiles. To the contrary, Martin teaches that the type of payment

is selected each time a prepayment is made, thus teaching that the payment method information are not associated with the subscriber information. (*See*, e.g., col. 5, lines 44-48 of Martin).

Deficiencies of Henderson and Martin in combination with Pierce and Senn

As conceded by the Office Action, Henderson and Martin fail to disclose, teach or suggest associating the prepaid subscriber's subscriber information with one of the at least two different prepaid profiles.

Senn fails to remedy the deficiencies of Henderson and Martin because Senn merely discloses a process for metering a communication event by identifying an initiation of a communication event, identifying an account balance associated with the communication event, and determining a duration of the communication event for which an accrued cost of the communication event is approximately equal to the account balance. (*See*, e.g., col. 2, lines 2-7 of Senn). In Senn, regulating prepayment for a mobile communication event involving storing information representative of rate plans for a plurality of communication service providers, and storing information associated with a plurality of user accounts. (*See*, e.g., col. 3, lines 63-67 and col. 4, lines 1-8 of Senn).

The Office Action alleged that the account of Senn corresponds to a prepaid profile, as recited in claims 1-16. However, even assuming the Office Action's allegation was true, which Applicants do not concede for at least the reasons set forth below, Senn would still fail to teach or suggest the feature of associating the prepaid subscriber's subscriber information with one of the at least two different prepaid profiles.

Thus, unlike claims 1-16, Senn clearly teaches that information, such as account balances, are associated with a plurality of accounts. Senn states, for example, that "information is associated with a plurality of accounts." (*See*, e.g., col. 3, line 67 and col. 4, line 1 of Senn). As such, by virtue of teaching that account balances are associated with a plurality of accounts, as opposed to one account, Senn teaches away from the features of claims 1-16.

Furthermore, Applicants respectfully submit that Senn's account or account balance does not correspond, in any way, to a prepaid profile comprising at least one attribute defining how to provide prepaid service. Rather, the account balance of Senn merely refers to a prepaid amount of money which may be applied to defray the cost of a communication event.

In addition, Applicants respectfully submit that Senn's different rate plans do not correspond, in any way, to different prepaid profiles. Rather, Senn teaches that various rate plans can be used with one user. This is contrary to the claimed invention in which one of the prepaid profiles is associated with the subscriber information.

Furthermore, Senn teaches that a rate plan/schedule is determined for a communication event, not for a subscriber, and that a rate schedule refers to an aggregate charge that represents the total cost of a communication event. (*See*, e.g., col. 2, lines 26-30 of Senn). In other words, the rate plans are merely used to determine the quantity (i.e., how much is available) of communication service. (*See*, e.g., col. 1, lines 27 - 43 of Senn). Those rate plans are not used to determine how to provide a prepaid service.

Thus, Applicants respectfully submit that the combination of Henderson, Martin and Senn would merely teach one skilled in the art, at best, various ways of charging a communication service, or more precisely, a communication event. However, that is not the claimed invention, which provides the possibility to customize a prepaid service in a telecommunication system as defined in claims 1-16.

Similarly, Pierce fails to remedy the deficiencies of Henderson and Martin because Pierce merely discloses a telecommunication system that keeps track of the cost of each call, including applicable taxes, in real time and notifies the user when the account balance approaches zero. (*See* col. 3, lines 4-6). However, Pierce fails to disclose, teach or suggest how the credit of the account is calculated when the account balance is restored.

Moreover, unlike the invention of claims 4, 8 and 13, Pierce teaches restoring the balance to a specific sum, thus teaching that there is no need to calculate a credit during a recharge because the credit after a recharge is set beforehand. In addition, unlike the invention of claims 5, 9 and 14, Pierce fails to disclose, teach or suggest calculating the validity time of the prepaid credit. The fact that Pierce teaches limiting the number of times the prepaid account that can be replenished during a week does not disclose a validity period of a prepaid account; after a validity period expires, there is no prepaid account which could be replenished. Pierce merely teaches that when the time limit has passed, replenishing is again possible. (*See* col. 6, lines 8-13).

Furthermore, although Pierce teaches that replenishment is possible after a certain period of time, Pierce does not disclose what happens when the prepaid account is not replenished (recharged). Teaching that replenishing is limited in response to replenishment actually teaches that no limitations exist if the account is not replenished, which is contrary to claims 6, 10 and 15.

Accordingly, all rejections having been addressed, Applicants request issuance of a notice of allowance indicating the allowability of all pending claims. If anything further is necessary to place the application in condition for allowance, Applicants request that the Examiner contact Applicants' undersigned representative at the telephone number listed below.

Please charge any fees associated with the submission of this paper to Deposit Account Number 033975. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Respectfully submitted,

PILLSBURY WINTHROP SHAW PITTMAN LLP



CHRISTINE H. MCCARTHY

Reg. No. 41844

Tel. No. 703.770.7743

Fax No. 703.770.7901

CHM/CFL/smm
P.O. Box 10500
McLean, VA 22102
(703) 770-7900

Encl.: Abstract